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Attorneys for Defendants
INDYZEN, INC. and PRAVEEN NARRA KUMAR

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PARKRIDGE LIMITED, a Hong Kong
corporation, by Mabel Mak, and MABEL
MAK, an individual,

Plaintiffs,

v.

INDYZEN, INC., a California corporation,
and PRAVEEN NARRA KUMAR, an
individual,

Defendants,

CASE NO. 16-CV-07387-KAW

**DECLARATION OF MARK R.
FIGUEIREDO, ESQ. IN SUPPORT OF
PETITION FOR ORDER COMPELLING
ARBITRATION PURSUANT TO 9 U.S.C. §
4**

Date: March 13, 2017
Time: TBD
Dept.: TBD
Judge: Hon. Kandis A. Westmore

I, Mark R. Figueiredo, Esq. declare as follows:

1. I am an attorney at law at Structure Law Group, LLP, attorneys for Defendants Indyzen, Inc., and Praveen Narra Kumar (collectively the "Defendants"). I make this declaration in support of Defendants' Petition for Order Compelling Arbitration. The facts stated herein are true of my knowledge. If called upon, I could and would competently testify thereto.

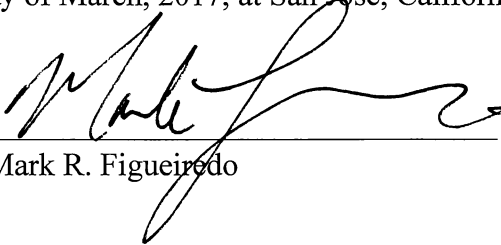
2. On February 6, 2017, I e-mailed Adam Wolek, Esq., counsel for Plaintiffs Parkridge Limited and Mabel Mak (collectively the "Plaintiffs") to request that Plaintiffs agree to arbitrate the entire case pursuant to the arbitration clause in the Software Development and Licensing Agreement that was attached to the back of their complaint (the "Morfit Agreement"). (See Compl., **Exhibit B**, ¶ 11.)

1 3. Later that day, on February 6, 2017, Adam Wolek replied to my e-mail to schedule
2 a phone call for February 10, 2017. A true and correct copy of this email chain is attached hereto
3 as **Exhibit A**.

4 4. On February 10, 2017, I spoke with Adam Wolek on the phone and requested that
5 Plaintiffs agree to arbitrate their claims against Defendants. Plaintiffs refused.

6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct. Executed this 8th day of March, 2017, at San Jose, California.

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Mark R. Figueiredo

Exhibit A

From: Adam Wolek <adamw@wonoip.com>
Sent: Monday, February 06, 2017 5:27 PM
To: Mark Figueiredo; Brian Noack
Cc: david@makmanlaw.com; Ethan Solove
Subject: RE: Parkridge Limited v. Indyzen, Inc.

Hi Mark,

We agree to your request for extension of time to respond.

Regards,

Adam

Adam Wolek
adamw@wonoip.com
P: 312.860.9006
F: 708.843.0509

Wolek & Noack
333 S. Wabash Ave.
Suite 2700
Chicago, IL 60604
www.wonoip.com

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From: Mark Figueiredo [mailto:mrf@structurelaw.com]
Sent: Monday, February 6, 2017 6:59 PM
To: Adam Wolek <adamw@wonoip.com>; Brian Noack <BrianN@wonoip.com>
Cc: david@makmanlaw.com; Ethan Solove <ESolove@structurelaw.com>
Subject: RE: Parkridge Limited v. Indyzen, Inc.

Adam,

Will you agree to extend the deadline for my clients to respond to the lawsuit until March 10, 2017?

I was planning on working on our papers Friday. Assuming you will extend, I will be available for a call at 1:30pm PST on Friday. Please confirm in which case I look forward to speaking with you then,

Mark

From: Adam Wolek [mailto:adamw@wonoip.com]
Sent: Monday, February 06, 2017 4:50 PM
To: Mark Figueiredo; Brian Noack
Cc: david@makmanlaw.com; Ethan Solove
Subject: RE: Parkridge Limited v. Indyzen, Inc.

Hi Mark,

Sorry I missed your call, but I was out of the office today. This week is spotty for me with timing, but Friday should be pretty open for a call. Does 12pm PST on Friday work for you for a call? If not, I should be free after that as well.

Regards,

Adam

Adam Wolek

adamw@wonoip.com

P: 312.860.9006

F: 708.843.0509

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From: Mark Figueiredo [<mailto:mrf@structurelaw.com>]

Sent: Monday, February 6, 2017 4:49 PM

To: Adam Wolek <adamw@wonoip.com>; Brian Noack <BrianN@wonoip.com>

Cc: david@makmanlaw.com; Ethan Solove <ESolove@structurelaw.com>

Subject: Parkridge Limited v. Indyzen, Inc.

Adam,

I just let you a VM and thought I would send this as well.

This law firm represents defendants in the above-referenced lawsuit. Per Section 11 of the Software Development and Licensing Agreement between Parkridge Limited and Indyzen, Inc. that your client is suing on (Exhibit B to the Complaint), the parties agreed to binding arbitration. Accordingly, we propose that the present controversy be submitted to arbitration in accordance with the parties' agreement.

Please confirm by Thursday, February 9, 2017 that your clients will agree to submit the matter to arbitration so that we can avoid having to make a motion for the judge to rule upon. I look forward to your response. Regards,

Mark R. Figueiredo

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